

# Landonline terms and conditions

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## Part 1 – Introductory terms

### 1. Agreement

1.1 Landonline is an online service provided by Land Information New Zealand (**LINZ, we, our, us**), a department of the New Zealand Government. During the Landonline operating hours, the electronic workspace provided by Landonline allows registered customers to securely search, lodge and update title dealings and survey data, digitally, in real time. It is the 'electronic workspace facility' approved by the Registrar-General of Land under section 25 of the Land Transfer Act 2017 for use in the preparation of electronic instruments for lodgement under that Act. Under section 25(6) of that Act, the Chief Executive of LINZ may set conditions for the use of Landonline, and under section 9 of the Cadastral Survey Act 2002 one of the Chief Executive's functions is to set conditions for the use of facilities to receive cadastral survey datasets. These terms and conditions are the main conditions the Chief Executive has set.<sup>1</sup> We refer to them below as the **Terms**.

These terms apply to anyone who wishes to use or has been granted permission to use Landonline. They form an agreement between you and Land Information New Zealand on behalf of the New Zealand Government.

1.2 When we use **you** and **your**, we are referring to anyone – organisation, agency or individual – that applies for external access to Landonline, regardless of the capacity in which access is sought. We also distinguish in these Terms between Account Applicants, Account Holders, and Individual Users:

We distinguish in these Terms between Account Applicants, Account Holders and Individual Users. It's important to understand these roles when reading through the Terms. (In the past, we sometimes referred to an Account Holder as a 'Landonline firm' and you may see that expression in some of our online information.)

- (a) An **Account Applicant** is any agency, organisation or individual that applies for a Landonline Account, until such time as they are granted a Landonline Account and become an Account Holder.
- (b) An **Account Holder** is any agency, organisation or individual granted a Landonline Account. Account Holders decide which Individual Users can access Landonline on their behalf. A single agency, organisation or individual may have more than one Landonline Account. Each Landonline Account is managed and invoiced separately.
- (c) An **Individual User** is a living person who is authorised by an Account Holder to use Landonline on behalf of the Account Holder. An Individual User has an Individual User ID but not, except as described in clause 1.3, a Landonline Account. An Individual User may be authorised to access Landonline on behalf of multiple Account Holders.

Organisations and agencies with Landonline Accounts are Account Holders and are distinct from the Individual Users they authorise to access Landonline. Sole practitioners, sole traders and private individuals who have a Landonline Account are both Account Holders and Individual Users.

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<sup>1</sup> To avoid doubt, these Terms are contractual in nature. They are not necessarily the only or exclusive set of conditions referred to in section 25 of the Land Transfer Act and section 9 of the Cadastral Survey Act. See, for example, the "Standard for lodgement of cadastral survey datasets – LINZS70000" at <https://www.linz.govt.nz/regulatory/70000>.

- 1.3 Sole practitioners, sole traders and private individuals who have a Landonline Account and use Landonline are both Account Holders and Individual Users. They also perform the Trusted Contact and System Manager roles described in clause 13.
- 1.4 Other terms with special meaning are defined in clause 28 below (Definitions). Notes in boxes are for your convenience but do not have contractual effect.
- 1.5 Your use of Landonline, whether you are an Account Holder or an Individual User, is governed by the Terms that apply to you, as described in clause 4 below. In applying to use or in using Landonline, you are agreeing to be bound by those Terms. If you do not wish to be bound by the Terms, you are not permitted to use Landonline. You are required to acknowledge your agreement with them when applying for a Landonline Account (if you're an Account Applicant) or applying as an individual to become an Individual User, and you are reminded they apply when signing into Landonline (as applicable).

If you use Landonline you are agreeing to these Terms.

## 2. Eligibility to use Landonline

- 2.1 Anyone can apply for a Landonline Account.
- 2.2 The particular Landonline services and features that can be accessed and used by Individual Users on an Account Holder's behalf depend on:
- (a) the licences or other access rights the Account Holder purchases or obtains and the rights or privileges it allocates to named Individual Users, and
  - (b) in some cases, the eligibility of the Individual User (for example, to certify instruments, lawyers and conveyancers need to have a current practising certificate).

Anyone can apply for a Landonline Account. Fees apply (see clause 12). The particular services that can be used depend on the licences or other access rights purchased or obtained.

Information on the available types of licences and other access rights, and who can use them, can be found on our website at <https://www.linz.govt.nz/landonline-terms>.

## 3. Authority to act

- 3.1 If you are applying for a Landonline account on behalf of an organisation or agency, you're confirming that you are authorised to do so and to accept these Terms on behalf of the organisation or agency.
- 3.2 If you are applying for access to Landonline as an Individual User, you confirm that you are authorised by the Account Holder to do so.

You're confirming that you're authorised to accept these Terms.

## 4. Structure, application and status of Terms

- 4.1 These Terms are made up of five Parts. The Parts and how they apply are as follows:
- (a) Part 1 – Introductory Terms: this Part applies to all Account Holders and Individual Users
  - (b) Part 2 – Terms Applying to Account Holders: this Part only applies to Account Holders
  - (c) Part 3 – Terms Applying to Individual Users: this Part only applies to Individual Users, but Account Holders should be familiar with it
  - (d) Part 4 – General Terms: this Part applies to all Account Holders and Individual Users
  - (e) Part 5 – Definitions and interpretation: this Part applies to Parts 1-4 and therefore to all Account Holders and Individual Users.
- 4.2 Except as stated in clause 4.3, the Terms that apply to you form a legally enforceable agreement.
- 4.3 If you are a public service department or departmental agency or a non-public service department of the Crown (New Zealand Government), these Terms have effect as a memorandum of understanding that does not give rise to legally enforceable obligations.

If you're an Account Holder, you'll need to be familiar with all Parts of these Terms. If you're an Individual User, you can skip Part 2 (as it contains terms that only apply to Account Holders), but you must read Parts 3 and 4.

The Terms that apply to you form a legally binding agreement, unless you're part of the Crown, in which case they operate as a memorandum of understanding.

## Part 2 – Terms applying to Account Holders

If you're an Individual User and not an Account Applicant or Account Holder, you don't need to read these Terms as they don't apply to you. Go to Part 3 below. Part 3 starts at clause 16.

## 5. Landonline Accounts

- 5.1 To become an Account Holder you, as an Account Applicant, must apply to us for a Landonline Account in accordance with the instructions on our website which you can locate at <https://www.linz.govt.nz/landonline-terms>. You must provide us with the information and documentation we request.
- 5.2 We may decline any application for a Landonline Account, in whole or in part, if:
- (a) you don't provide the information and documentation we request or it isn't in the form we request
  - (b) you have given misleading or incomplete information or documentation

To become an Account Holder, you need to apply for a Landonline Account.

We usually grant applications for a Landonline Account, but we may decline an application for various reasons.

- (c) we have reasonable grounds to consider that the Account Applicant poses an unacceptable risk to the security, integrity or availability of Landonline or its users
- (d) the Account Applicant has overdue, unpaid debts for an existing or terminated Landonline Account, or
- (e) we have suspended, revoked or blocked the Account Applicant's access to Landonline in the past.

5.3 You, as an Account Holder, can close one or more of your Landonline Accounts by sending us a notice of account closure, following the instructions for account closures on our website which you can locate at <https://www.linz.govt.nz/landonline-terms>. You are responsible for ensuring that all transactions being conducted within Landonline by your Individual Users, in relation to the relevant Landonline Account(s), are completed or removed before you elect to close the account(s). If you don't do this and proceed to close your Landonline Account(s), we may delete the incomplete transactions.

You need to tell us if you want to close a Landonline account.

5.4 You acknowledge that, if you are a sole practitioner, sole trader or private individual with a Landonline Account, and you die before your Landonline Account is closed, the donee of a power of attorney from you (if any) or an administrator of your estate may inform us of your death and close your Landonline Account.

If you're a sole operator and you die, someone exercising a power of attorney or an administrator of your estate can close your account.

## 6. Access and use

6.1 You must only allow Individual Users to access and use Landonline in accordance with:

You can only allow Individual Users to access Landonline within the limits we state here.

- (a) the licences you purchase or other access rights you obtain
- (b) these Terms, and
- (c) any reasonable instructions we publish on our website, links to which can be found at <https://www.linz.govt.nz/landonline-terms> (we will seek to advise you of any new instructions via Landwrap (our electronic newsletter) or email).

6.2 To avoid doubt, we reserve the right to decline an application for a particular individual to access Landonline on your behalf. We might do this if, for example, the person has breached these Terms repeatedly or in a serious way in the past or is not authorised to access the selected service.

Occasionally we may decline an application for an Individual User to have access if we have good reason to do so.

6.3 Access by Individual Users to Landonline services for which licences are required is limited to the number of licences you have purchased for the services you wish to use.

To use most Landonline services, you need to buy licences for them. One licence per person to use the relevant service at any one time. For registered user Web Search, a licence is not required.

6.4 You must use all reasonable endeavours to ensure that your Individual Users:

- (a) keep their Access Credentials confidential and secure against unauthorised use, and
- (b) comply with their obligations set out in Parts 3 and 4 of these Terms.

You need to take steps to ensure your Individual Users keep their credentials safe and meet their obligations. You're responsible to us for their actions.

6.5 You will be jointly and severally liable to us for breach if any of your Individual Users breach any of their obligations in Parts 3 and 4 below.

6.6 You, as Account Holder, agree that use of Landonline by your Individual Users in relation to your Landonline Account, and by anyone they allow to access Landonline on your behalf with their Access Credentials (despite that being contrary to these Terms), will constitute enough authority from you for us to:

You accept that we may act on instructions of your Individual Users and anyone they allow to use their Access Credentials.

- (a) act on any enquiries, provide information, update our registers or otherwise transact dealings, with or under the instruction of such people, and
- (b) charge to you, as Account Holder, any applicable Fees arising from such use of Landonline,

even if:

- (c) the partners, directors, principals or other controlling officers of the Account Holder did not expressly authorise the relevant act, or
- (d) the individual user has left the employment or services of the Account Holder or is otherwise no longer authorised to access Landonline on the Account Holder's behalf, where we have not been informed of the user's change in authorisation.

## 7. Ending Individual Users' access to your Landonline Account

7.1 You may ask us to end the access available to or being used by your Individual Users (or people who were previously authorised but no longer are) through your Landonline Account(s). If you need to end access urgently, call us on the contact number specified on our website (see <https://www.linz.govt.nz/landonline-terms> to locate that number). Otherwise you can use the form on our website (you can find a link to it at the URL above). You acknowledge that Individual Users may also end their access, under clause 18.3 below. Ending access means the Individual User's Access Credentials will no longer work to provide access to Landonline through your Landonline Account(s).

You and your Individual Users can stop their access to Landonline, and we have powers in Part 3 to suspend or terminate their access.

7.2 If an Individual User:

- (a) is or was employed by you, leaves your employment, and is no longer authorised to access Landonline on your behalf, or
- (b) otherwise has their authorisation to access Landonline on your behalf removed,

If an Individual User is no longer authorised to access Landonline, you need to tell us.

you must notify us promptly of the ending or removal of authorisation.

- 7.3 You accept that we may suspend or terminate an Individual User's access to Landonline through your Landonline Account, without request by you, in accordance with clause 18.2 below.

## 8. Accuracy of information

- 8.1 You are responsible for the accuracy and completeness of all information provided or submitted by you or your Individual Users when applying for a Landonline Account, and adding or removing Individual Users (as applicable).

You're responsible for the accuracy of information that you and your Individual Users give us.

## 9. Assurance

- 9.1 From time to time we may elect to seek assurance on or verify:

- (a) any statements or information that you or your Individual Users have made or provided when applying for a Landonline Account, applying to access Landonline, or using Landonline
- (b) the proper calculation of our Fees, and/or
- (c) your compliance with these Terms.

We may undertake assurance processes from time to time. If we do, you'll need to help us out. If you don't, we may suspend or terminate access.

- 9.2 If we do seek such assurance or verification, you must provide us promptly with any explanations, information, documentation and assistance that we reasonably request.

- 9.3 Without limiting any other rights in these Terms, if you do not comply with this requirement or if we are not satisfied with the outcome of an assurance process, we may suspend or terminate your Landonline Account and/or the access of one or more of your Individual Users.

## 10. Sharing information for regulatory purposes

- 10.1 You acknowledge that information we obtain from an Individual User or other person, regarding their or others' use of Landonline, may be shared with other LINZ business groups in relation to our administration of Landonline and our detection and investigation of possible non-compliance with the law.

Information may be shared with relevant LINZ business groups.

- 10.2 You agree that we may provide information relating your use of Landonline to the New Zealand Law Society and/or the New Zealand Society of Conveyancers, as applicable, to the extent it is relevant to its or their compliance and disciplinary processes relating to you, as Account Holder.

We may provide information to the New Zealand Law Society and/or the New Zealand Society of Conveyancers and obtain information from them.

- 10.3 You agree that, if the New Zealand Law Society and/or the New Zealand Society of Conveyancers has a role relevant to the capacity in which you use Landonline, the relevant Society may provide information to us, relating to you as the Account Holder, for the purposes of our audit and assurance processes relating to the use of Landonline.



## 11. Anti-virus and security measures

- 11.1 Subject to clause 11.2, you need to maintain reasonable anti-virus measures for all computers and other devices under your control that are used by your Individual Users to access Landonline. This includes ensuring your anti-virus software is running the latest anti-virus signatures. To the extent that your Individual Users can use their own devices to access Landonline, you will use reasonable endeavours to require them to maintain such measures as a condition of their accessing Landonline on your behalf.
- 11.2 You may agree with particular Individual Users (for example third party agents you have authorised to access Landonline on your behalf) that they shall bear this responsibility. Where you have done so and such an Individual User fails to do what they've agreed, you will not be responsible under clause 11.1.
- 11.3 In no case will we be responsible for any loss, damage or other consequences caused by your failure or, where relevant, Individual Users' failure, to maintain reasonable anti-virus measures.
- 11.4 If we reasonably consider that your computer network, systems or devices have a vulnerability that is compromising or may compromise access to Landonline by your Individual Users (a **Problem**), we may require you to resolve the Problem (at your cost) as a condition of continued access to Landonline. If we do:
- (a) you will use your best endeavours to do so promptly and will inform us when you have done so, with details of how the Problem has been resolved, and
  - (b) we may suspend or block your Individual Users' access to Landonline until we are confident the Problem has been resolved.

You're responsible for maintaining reasonable anti-virus measures.

If there's a vulnerability in your network, systems or devices, we can require you to fix it.

## 12. Fees

- 12.1 The fees for or associated with your use of Landonline and our management of it (including audit fees) (the **Fees**) are set out in regulations under the Land Transfer Act 2017 and Cadastral Survey Act 2002. You can find a listing of the applicable regulations and Fees on our website, which you can locate at <https://www.linz.govt.nz/landonline-terms>.
- 12.2 You, as Account Holder, are responsible for all Fees that you and your Individual Users incur or generate, when applying to use, accessing and using Landonline.
- 12.3 You agree to pay all applicable fees by the time they become due and payable, as notified to you in our invoices, and by using one of the payment options specified on our website, which you can locate at <https://www.linz.govt.nz/landonline-terms>.

Our Fees are set by legislation. As an Account Holder, you're responsible for paying our invoices when due. If you don't, we may suspend access until they're paid.



12.4 We reserve the right to suspend one or more of your Landonline Accounts and/or the access that you or your Individual Users have to Landonline if you do not pay our Fees by the date they are due. We may continue that suspension until all outstanding Fees are paid. We reserve the right not to reinstate access until we are reasonably satisfied that the Account Holder is creditworthy. This clause does not limit our account termination rights under clause 15.4.

12.5 You will be liable to us for all collection costs we incur in recovering late payments from you.

### 13. Trusted Contacts and other Landonline roles

13.1 When you apply for a Landonline Account:

- (a) you must provide contact details for:
  - (i) the person who will be your primary contact for us for Landonline (the **Trusted Contact**), and
  - (ii) the person who will be your system manager (**System Manager**), and
- (b) you may provide contact details for other roles, as specified in our sign-up forms or on our website from time to time, links to which can be found at <https://www.linz.govt.nz/landonline-terms>.

13.2 You must always have designated personnel in the Trusted Contact and System Manager roles. If a person in such a role leaves your employment or services or is no longer able to perform the role, you must replace the person and provide details to us of the replacement. You can change the people in these and other roles by using the add and change features on our website which you can locate at <https://www.linz.govt.nz/landonline-terms>.

13.3 An organisation or agency's Trusted Contact and System Manager can be any member of the organisation or agency. The Trusted Contact does not need to be an Individual User but the System Manager must be an Individual User.

13.4 You:

- (a) acknowledge the importance of the Trusted Contact's and System Manager's responsibilities as set out in Schedule 2; and
- (b) are responsible for ensuring that your Trusted Contact and System Manager are aware of these Terms and comply with them, particularly (without limitation) their responsibilities in Schedule 2.

You must appoint a Trusted Contact and System Manager Contact, and you may appoint people to other roles. The Trusted Contact is a person nominated to be our primary contact and administrator for the account on behalf of the Account Holder. That person has important responsibilities that you need to bring to the person's attention.

Sole practitioners, sole traders and private individuals who have a Landonline Account and use Landonline are both Account Holder and Individual Users. They also perform the Trusted Contact and System Manager roles.

## 14. Account Holder amalgamations, Landonline Account consolidations and Account Holder closures

14.1 If your organisation or agency:

- (a) is going to amalgamate with another organisation or agency, and/or
- (b) wishes to consolidate multiple Landonline Accounts,

you need to inform us of the amalgamation or consolidation in accordance with the instructions on our website which you can locate at <https://www.linz.govt.nz/landonline-terms>.

14.2 We will not:

- (a) consolidate multiple Landonline Accounts of a single organisation or agency into a single Landonline Account for that organisation or agency, unless:
  - (i) all debts under each Landonline Account have been paid, or
  - (ii) the organisation or agency agrees to be liable for all unpaid debts under the Landonline Accounts that are to be consolidated
- (b) allow an organisation or agency's Landonline Accounts to be consolidated with the Landonline Account of another organisation or agency (the **Target Account Holder**), for example where one or more existing Account Holders are merging into an existing organisation or agency or amalgamating to form a new organisation or agency, unless:
  - (i) all debts under each Landonline Account have been paid, or
  - (ii) the Target Account Holder agrees to be liable for all unpaid debts under the Landonline Accounts of the other organisation(s) or agency/ies.

14.3 If your organisation or agency will be wound up or disestablished, you need to send us a written notice informing us of the winding up or disestablishment, in accordance with the instructions on our website which you can locate at <https://www.linz.govt.nz/landonline-terms>.

14.4 If you are a sole practitioner, sole trader or private individual with a Landonline Account and you die, the donee of a power of attorney (if any) or an administrator of your estate can do this for you (see also clause 5.4).

Tell us if you're going to amalgamate with another organisation or agency or wish to consolidate your Landonline Accounts.

If you're closing down, you need to tell us.

## 15. Term, suspension and termination of agreement

15.1 The agreement between us and you formed by these Terms in relation to a particular Landonline Account applies from the time you apply for the Landonline Account, and ends on the earlier of:

- (a) our declining your application by written notice to you
- (b) our closure of the Landonline Account following a closure request from you under clause 5.3
- (c) our closure of the Landonline Account following a notice of winding up or disestablishment from you under clause 14.2,
- (d) the effective date of our termination of your Landonline Account under clause 15.4, or
- (e) if you are a sole practitioner, sole trader or private individual with a Landonline Account and you die, your death.

15.2 Termination of your agreement with us:

- (a) will result in the termination of access to Landonline by Individual Users on your behalf via the closed or terminated Landonline Account, but
- (b) will not affect any rights that accrued up to the effective date of termination, including our right to recover any unpaid Fees incurred.

15.3 To avoid doubt, we reserve the right to decline a new application if we consider, acting reasonably, that there is good reason to do so.

15.4 We may suspend or terminate your Landonline Account if:

- (a) you are in material breach of these Terms (including non-payment of Fees by the due date for payment), the breach is capable of remedy and the breach is not remedied within 20 Business Days (or such longer period as we may determine) of your receiving written notice specifying the material breach, requiring its remedy and informing you that, if the breach is not remedied, we may suspend or terminate your Landonline Account
- (b) you are in material breach of these Terms, the material breach is not capable of remedy and we consider, acting reasonably, that the breach was of such a nature or magnitude as to warrant the suspension or termination of your Landonline Account
- (c) you or any of your Individual Users acts in a deliberately misleading or fraudulent manner when accessing or using Landonline or communicating with us in relation to Landonline

Your agreement with us starts when you apply for an account. It ends if we decline your application, when you close your account, when you close your business, if we terminate your account, or if you die.

When your account is closed or terminated, your Individual Users' access will also end.

We can suspend or terminate your account for the reasons listed here.

- (d) your organisation or agency undergoes a merger, or is wound up or otherwise disestablished, without informing us as required by clause 14
- (e) your organisation or agency undergoes a change of Control and we believe on reasonable grounds that the change of Control raises significant security concerns that are relevant to your Individual Users accessing Landonline or conducting transactions through it, provided that before suspending or terminating under this clause 15.4(e) we must raise our concerns with you and give you a reasonable opportunity to address those concerns, or
- (f) you are declared or become insolvent or bankrupt, are unable to pay your debts as they fall due, you enter into a general assignment of your indebtedness or a scheme of arrangement or composition with creditors, or you take or suffer any similar or analogous action in consequence of debt.

15.5 If we terminate your Landonline Account under clause 15.4, all current licences you had, under or in relation to that account prior to the date of termination, expire on the date of termination.

Termination of your account will result in termination of your licences.

### Part 3 – Terms applying to Individual Users

The terms in this Part 3 apply to all Individual Users. All Individual Users should read and understand them. If you're an Account Holder and not an Individual User, these Terms don't directly apply to you, but you should review them. They impose obligations on Individual Users for whom you are responsible under Part 2.

#### 16. Accessing Landonline

16.1 To access Landonline and use the Landonline service you wish to use, you need to:

- (a) be authorised by an Account Holder (for example, the organisation you work for) to use that service on its behalf; and
- (b) either:
  - (i) download and install a Digital Certificate (if you have not already done so), and use that, your user ID and your password to log in to Landonline, or
  - (ii) if another means of authentication or access is available for a particular Landonline service, use that means in accordance with any instructions we may issue from time to time on our website, which you will be able to locate at <https://www.linz.govt.nz/landonline-terms>.

To access Landonline, you need to be authorised by an Account Holder. For most uses of Landonline, you will need to install a Digital Certificate first, and comply with our Digital Certificate user obligations (which are set out in Schedule 1 to these Terms).

16.2 If you are using a Digital Certificate to access particular Landonline services, you must also comply with the Digital Certificate user obligations set out in Schedule 1 to these Terms.

16.3 Regardless of the authentication method used to access Landonline, you are responsible for selecting and maintaining a unique and secure password and for maintaining the security of your Access Credentials.

Your password should be unique to Landonline and unknown to others.

16.4 You must inform us immediately if you believe that your Access Credentials have been compromised or you become aware of any unauthorised use of your Access Credentials.

You need to tell us if your Access Credentials are compromised.

16.5 As a security precaution we may suspend Landonline Accounts that have been inactive for 12 months. Before we do, you will receive an email notification that explains how you can retain access. You can apply for your access to be reinstated at any time.

We may suspend your access if you don't use Landonline for 12 months.

16.6 If you leave the employment or services of an Account Holder on whose behalf you have access to Landonline, you must not use Landonline following the date of your departure on behalf of that Account Holder unless specifically authorised to do so.

If your Account Holder's authorisation for you to use Landonline ends, you need to tell us.

16.7 If the Landonline Account of the Account Holder on whose behalf you access Landonline is closed or terminated, your access to Landonline on behalf of that Account Holder will likewise end.

If your Account Holder's account is closed or terminated, you won't be able to access Landonline through that account.

## 17. Using Landonline

17.1 You must:

- (a) only use Landonline in accordance with these Terms and the scope of authority granted by the relevant Account Holder
- (b) not upload or transmit to Landonline any information, document or other material that you know or ought to know is misleading, fraudulent, obscene, defamatory, threatening, invasive of privacy, or that infringes the intellectual property rights of any person or breaches any applicable law, and
- (c) comply with applicable law relating to your use of Landonline and with any reasonable usage instructions we publish on our website, links to which can be found at <https://www.linz.govt.nz/landonline-terms> (we will seek to advise you of any new instructions via Landwrap (our electronic newsletter) or email).

You must use Landonline only as authorised and not upload inappropriate content.

## 18. Term and termination

18.1 The agreement formed by these Terms applies from the time they are brought to your attention in connection with your use of Landonline, and ends when:

- (a) your Account Holder terminates your access to Landonline or, if you are accessing Landonline on behalf of multiple Account

Your agreement with us starts when you become aware of these Terms and ends when your access ends. Suspension of access doesn't bring the agreement to an end.

Holders, when all those Account Holders have terminated your access to Landonline

- (b) we terminate your access to Landonline in accordance with these Terms, or
- (c) you elect to have your access to Landonline terminated in accordance with clause 18.3 and we have processed that request.

To avoid doubt, the agreement does not come to an end during any period of suspension of your access under clause 18.2 or any other provision of these Terms.

18.2 We may suspend or terminate your access to Landonline, parts of Landonline, or your ability to use certain Landonline functionality:

- (a) to safeguard the security, integrity or availability of Landonline's databases and the Landonline services or your own security or that of your clients (this could be due to an issue affecting all users, you alone, or a group of users using a particular technology or type of device or software, and it includes your accessing Landonline through software that we have stated on our website (see <https://www.linz.govt.nz/landonline-terms>) supported by its supplier or licensor and may pose a security risk)
- (b) if you commit a material breach of your obligations in this Part 3 or your obligations in Part 4 (which also applies to you), or
- (c) in the circumstances described in section 29 (Revocation of right to certify electronic documents) of the Land Transfer Act 2017.

We may suspend or end your access for the reasons listed here, and you can choose to end your access at any time.

18.3 You may choose to end the access you have to Landonline, via one or more of the Landonline Accounts with which you are associated, at any time. To end your access, complete the 'remove user' form on our website (see <https://www.linz.govt.nz/landonline-terms> to locate it). If you don't complete or remove incomplete transactions or other work within Landonline before ending your access, we may delete the incomplete transactions or work.

## Part 4 – General Terms applying to Account Holders and Individual Users

The Terms in this Part apply to Account Holders and Individual Users, so everyone should read and be familiar with them.

### 19. Our commitments to you

19.1 We will use reasonable care to:

- (a) provide and maintain Landonline;
- (b) ensure that the services available through Landonline are reasonably fit for the purposes for which they are intended
- (c) comply with all statutory and regulatory requirements to which we are subject in relation to the availability and functionality of Landonline, and
- (d) help you in your use of Landonline, through our provision of Landonline support and guidance material on our website, links to which can be found at <https://www.linz.govt.nz/landonline-terms>.

We recognise the importance of Landonline to your business and operations and will use reasonable care to provide and maintain the service and to help you.

### 20. Availability of Landonline

20.1 We will use our reasonable endeavours to make Landonline available in accordance with any directive or rule issued by the Registrar under the Land Transfer Act 2017.

20.2 We endeavour to implement software updates, patches and new releases to Landonline outside of the normal operating hours, but those hours are subject to:

- (a) planned outages (for example, for disaster-recovery testing or major releases) that we notify you of in advance via our website, and
- (b) emergency outages to rectify security or performance issues or implement emergency software patches or updates.

We may need to update Landonline from time to time but will try to do this outside of normal operating hours. We may need to suspend it to address a serious issue

20.3 We will use reasonable endeavours to provide support for your use of Landonline during our published support hours.

20.4 We reserve the right to:

- (a) suspend Landonline in whole or in part where we determine that a significant breach of security has occurred or that a security system has failed that compromises or could compromise the integrity or security of our databases or the Landonline services, and
- (b) withdraw the whole or any part of Landonline where an alternative online service associated with the conduct of



enquiries and dealings with title and/or survey information is substituted for Landonline or a part of it.

## 21. Privacy

- 21.1 Our treatment of your personal information is described in our Privacy Statement at <https://www.linz.govt.nz/landonline-privacy>. In agreeing to these Terms, you will be taken to have read and agreed to the terms of that Privacy Statement.

Read our privacy statement.

Please note, in particular, the authorisation provisions in our Privacy Statement. They appear in boxes, like this one, which appear within the body of the text.

## 22. Security

- 22.1 If you become aware or suspect that:

- (a) there is a material vulnerability in Landonline (including your ability to access a Protected Document to which you should not have access),
- (b) any unauthorised person has obtained access to Landonline through or in connection with your Landonline Account (if you are an Account Holder) or your Access Credentials
- (c) any Access Credentials used by your Individual Users (if you are an Account Holder) or by yourself (if you are an Individual User) have been compromised, or
- (d) any other unauthorised incident has occurred that threatens the security, integrity or availability of Landonline or the activity or transactions you conduct through it or the confidential information or personal information it holds:

If you become aware of a security issue you need to tell us and, if relevant, take steps to address it.

you will:

- (e) notify us as soon as possible
  - (f) where the incident concerns unauthorised access, promptly take such steps as are reasonably available to you to identify the person or persons who have gained access and provide us with such information to assist with investigation of the incident as we reasonably request, and
  - (g) take all reasonable steps to stop such unauthorised access or incident and prevent its reoccurrence.
- 22.2 You will not knowingly or negligently insert, or permit to be inserted, any Malicious Code into any part of Landonline.

Don't insert Malicious Code into Landonline.

## 23. Intellectual property

23.1 You acknowledge and agree that, if you submit material to us through or in connection with your use of Landonline in which you or a third party owns the copyright (if any) (**Non Crown Copyright Material**), we may copy and distribute that material in accordance with the terms of sections 61 and 66 of the Copyright Act 1994, to the extent that:

- (a) the copyright material forms part of the Register of Land, or
- (b) the copyright material is open to public inspection or reference under the Land Transfer Act or any other enactment, or
- (c) particular acts we perform in relation to the copyright material are specifically authorised by the Land Transfer Act or any other enactment.

23.2 To the extent, if any, that you submit Non Crown Copyright Material to us in relation to your use of Landonline or through Landonline that is not covered by sections 61 and/or 66 of the Copyright Act, you grant us a perpetual, irrevocable, non-exclusive and royalty-free licence to copy, use, store and distribute that material for any purpose related to:

- (a) our maintenance of the Register of Land and the cadastre
- (b) our provision of Landonline and related services, and
- (c) our record-keeping and archiving requirements and obligations.

This licence survives the termination or expiry of our agreement with you for any reason.

## 24. Liability

24.1 Subject to clause 24.2, we will not be liable to you for:

- (a) any Losses caused by:
  - (i) the exercise of any right, remedy or discretion that we are entitled to exercise under any enactment or these Terms in relation to our operation of Landonline or your use of it
  - (ii) anything for which you are responsible under these Terms or at law
  - (iii) any compromise of the Access Credentials used by you to access Landonline, in the absence of proven negligence or other actionable default on our part
  - (iv) loss of, damage to, or corruption of your data, records, computing resources, software, or other information technology infrastructure

Landonline contains a lot of Crown copyright content (and older content that is no longer protected by copyright). For other copyright content submitted to Landonline, we have rights under provisions in the Copyright Act to use, copy and distribute it. If anything doesn't fall within those provisions, you permit us to copy, use, store and distribute it.

We limit our liability in relation to our provision and your use of Landonline, but we don't seek to limit liability under statutory compensation provisions or other specific laws.

- (b) any indirect, special, consequential, incidental, reliance or punitive damages, losses, liabilities, costs or expenses
- (c) any loss of revenue, loss of business or business opportunities, loss of profits or anticipated savings, or loss of reputation or goodwill.

24.2 Clause 24.1 does not apply:

- (a) to any statutory obligation we are under to compensate you in the circumstances prescribed by the statutory obligation, or
- (b) to the extent that we:
  - (i) are not otherwise able, by law, to exclude our liability, or
  - (ii) have acted, or omitted to act, in bad faith.

24.3 Neither party will be liable to the other for any failure to perform any of its obligations under these Terms to the extent the failure is caused by a Force Majeure Event, provided that the party seeking to rely on this clause has:

- (a) notified the other party as soon as practicable after the Force Majeure Event occurs and provided full information concerning the Force Majeure Event, including an estimate of the time likely to be required to overcome it
- (b) used reasonable endeavours to overcome the Force Majeure Event and minimise the loss to the other party, and
- (c) continued to perform its obligations under this Agreement as far as practicable.

Neither we nor you will be responsible for a failure to perform due to 'Force Majeure Events', like major earthquakes or tsunamis, as long as we take some reasonable steps if one occurs.

## 25. Dispute resolution

25.1 Subject to clause 25.5, if a dispute arises in relation to the agreement formed by these Terms or its formation, you and we will attempt to resolve the dispute, or have the dispute resolved for us, using the dispute resolution processes set out in this clause 25.

If a dispute arises, you and LINZ need to try to resolve it sensibly. That could mean mediation or, if that fails, arbitration.

25.2 If either party receives notice of a dispute, you and we will work together in good faith to resolve the dispute via negotiation and will escalate the dispute to appropriate levels within our respective organisations.

25.3 If the dispute is not resolved under clause 25.2 within 20 Business Days of a party receiving a notice under that clause, then either party may, by written notice to the other party (**Mediation Notice**), require the dispute to be submitted to mediation in New Zealand in accordance with the provisions of the then-current Resolution Institute Agreement to Mediate (New Zealand Version) (**Mediation**). The Mediation will be conducted by a mediator, and at a fee, agreed by the parties. If the parties fail to agree such matters within 10 Business Days following the date of the delivery of the Mediation Notice, the Chair for the time being of the Resolution Institute will

select the mediator and determine the mediator's fee. The parties will share equally the cost of the mediator's fee.

- 25.4 If the dispute has not been resolved within 30 Business Days (or such other period as agreed in writing between the parties) after the appointment of the mediator, or if the mediation has been conducted and the dispute has not been resolved, either party may by notice to the other party refer the dispute to arbitration. The arbitration will be conducted by a single arbitrator, in New Zealand, under the Arbitration Act 1996. If the parties do not agree on an arbitrator within 15 Business Days of receipt of the notice of arbitration, the arbitrator shall be appointed by the President of the New Zealand Law Society (or her or his nominee) at the request of either party.
- 25.5 Nothing in this clause 25 will prevent us or you, at any time, from seeking any urgent interlocutory relief from a court of competent jurisdiction in relation to any matter that arises under or in connection with these Terms.

## 26. Amendments

- 26.1 Subject to clause 26.3 and applicable law, we reserve the right to amend these Terms and our Privacy Statement at any time and will provide:
- (a) Account Holders, and
  - (b) the New Zealand Law Society, Auckland District Law Society, New Zealand Society of Conveyancers, Survey and Spatial New Zealand, the Institute of Cadastral Surveying and the Cadastral Surveyors Licensing Board,

with at least 30 days' notice of the change (or, if a security issue needs to be addressed quickly, a shorter period if we consider that appropriate) (the **Notice Period**), either by publishing it on our website or by email.

- 26.2 If you are an Account Holder and do not like a change we propose to make to these Terms or our Privacy Statement, you may raise the matter with us during the Notice Period, and we will consider any submissions received. We will also consider submissions received from the bodies referred to in clause 26.1(b). We reserve the right:
- (a) to proceed with our proposed changes despite points raised with us during the Notice Period, and
  - (b) to make amendments in the light of points raised with us during the Notice Period without having to give a further period of notice.
- 26.3 If we make a change to:
- (a) material on our website to which these Terms refer; or
  - (b) these Terms to:

We can change these Terms and our privacy statement but will usually give you and some regulatory bodies advance notice. If we give you advance notice and you don't like a proposed change or would like to suggest something, you can tell us during our Notice Period.

In the circumstances listed here, we don't need to provide advance notice of changes, but we will notify you of the changes.

- (i) correct a clear typographical or cross-referencing error
- (ii) update legislative or similar references or hyperlinks, or
- (iii) reflect a technological or operational change within or affecting Landonline (for example the addition of a new signing technology), where the change to the Terms does not have a material adverse impact on your current use of Landonline,

we may make the change immediately, without advance notice. If we make a change in reliance on this clause 26.3, we will still notify you, and the bodies referred to in clause 26.1(b), when or shortly after we make the change, by one of the means referred to in clause 26.1.

- 26.4 You accept that a notice of a change to these Terms on Landonline or via other conspicuous means, such as in Landwrap (our electronic newsletter) or by email to you, will be deemed to be notice to you and that the changes will be binding on you from the effective date stated in the notice. This clause 26.4 does not limit clause 26.1.

Notification of changes through Landonline or other conspicuous means amounts to notice to you.

## 27. Miscellaneous

- 27.1 A delay or omission on our part to enforce any of these Terms shall not be construed as a waiver of any of our rights under these Terms or applicable law.
- 27.2 New Zealand law governs all matters relating to:
- (a) the agreement formed by these Terms, including its interpretation, and
  - (b) any disputes in relation to that agreement or its formation, or otherwise relating to your use of Landonline or our administration of it.
- 27.3 Without limitation to clause 25 (Dispute resolution), you agree to submit to the exclusive jurisdiction of the New Zealand courts in relation to any dispute regarding the agreement formed by these Terms or its formation or otherwise relating to your use of Landonline or our administration of it. You agree that the New Zealand courts are an appropriate forum for such disputes and that you will not seek to argue to the contrary in any proceedings.
- 27.4 These Terms constitute the entire agreement between you and us as to our provision and your use of Landonline.
- 27.5 Nothing in these Terms limits our rights or statutory duties under the Land Transfer Act 2017 or any other legislation.

This clause contains a range of standard provisions relating to waiver, addresses, governing law and jurisdiction, the entirety of the agreement, and the non-limitation of our rights and duties under legislation.

## Part 5 – Definitions and interpretation

### 28. Definitions

28.1 In these Terms, unless the context requires otherwise:

These terms have the particular meanings given to them.

**Access Credentials** means Digital Certificates and their associated Private Keys (as defined in paragraph 2.1 Schedule 1), usernames, passwords, passphrases, and/or any other means of access or authentication that we may utilise or deploy to enable access to Landonline services

**Account Applicant** has the meaning in clause 1.2(a)

**Account Holder** has the meaning in clause 1.2(b)

**Business Day** means a day of the week other than:

- (a) a Saturday, a Sunday, and nationwide holidays as defined in sections 44(1)(a) to (j), 45 and 45A of the Holidays Act 2003
- (b) any days occurring between Christmas Day and New Year's Day, and
- (c) any other day on which the Registrar has authorised the closure of Landonline

**Control** means, in relation to the Account Holder or any ultimate or intermediate holding company (if any) of the Account Holder, the power to:

- (a) manage, directly or indirectly, the operation of the business, or
- (b) control, directly or indirectly, the composition of the board of directors or board of management,

of the Account Holder or such ultimate or intermediate holding company, whether through the ownership of voting securities, by contract or otherwise, and for these purposes "holding company" will have the same meaning as in section 5 of the Companies Act 1993

**Digital Certificate** means a public key certificate, used to cryptographically link ownership of a public key with the entity that owns it (Entrust digital certificates are used in Landonline to enable secure authentication and signing), as further explained in paragraph 2.1 of Schedule 1

**Force Majeure Event** means, in relation to either party (the **Affected Party**), an event or circumstance beyond the reasonable control of the Affected Party, including any fire, earthquake, tsunami, storm, flood, volcanic eruption, landslide, strike, lockout or other industrial disturbance, explosion, terrorism, third party malicious act such as hacking, mains electrical supply failure or communications line failure, national emergency or unavoidable accident, but does

not include any event that the Affected Party could have prevented or overcome by exercising reasonable care

**Individual User** has the meaning in clause 1.2(c)

**Landonline** means the service described in clause 1.1

**Landonline Account** means an account registered in the name of an organisation, agency or individual relating to the use by the organisation, agency or individual of Landonline, through its Individual Users

**LINZ** means Land Information New Zealand, a department of the New Zealand Government

**Losses** means liabilities, expenses, losses, damages and costs

**Malicious Code** means any program code or programming instructions, or anything or device, which is designed to damage or otherwise adversely affect the operation of Landonline or the security or integrity of the information it holds, including malicious code, trojan horses, worms, spyware, malware, computer viruses, logic bombs, backdoors, and other similar things

**Non Crown Copyright Material** has the meaning in clause 23.1

**Privacy Statement** means our privacy statement for Landonline at <https://www.linz.govt.nz/landonline-privacy>.

**Protected Document** means any instrument, record of title or other document that has been withheld by the Registrar under section 41 of the Land Transfer Act 2017 or that is withheld under Part 9 of the Family Violence Act 2018 or any other enactment under which information may be withheld

**Register of Land** means the register of land kept by the Registrar under section 9 of the Land Transfer Act 2017

**Registrar** means the Registrar-General of Land

**System Manager** has the meaning in clause 13.1(a)(ii), as further described in Schedule 2

**Trusted Contact** has the meaning in clause 13.1(a)(i), as further described in Schedule 2, and

**Web Search** means a web-based application allowing registered users of Landonline to search for and order title and survey products.



## 29. Interpretation

29.1 In these Terms, unless the context requires otherwise:

- (a) references to any statute include any amendment to, or replacement of, that statute and any subordinate legislation made under it
- (b) references to URLs include any replacement URLs for the same subject-matter, and
- (c) references to “in writing” and “written” include by electronic means.

These are some rules that apply to the interpretation of these Terms.

## Schedule 1 – Digital Certificate user obligations

### 1. Application

- 1.1 These Digital Certificate user obligations apply to you if you are an Individual User whose access to Landonline depends on your use of a Digital Certificate.

This Schedule applies to you if you're using a Digital Certificate.

### 2. Definitions

- 2.1 For the purposes of this Schedule 1, the terms below have the meanings given to them:

These terms have the particular meanings given to them.

**Certification Authority** means the entity selected by LINZ to issue and manage the Digital Certificates

**Digital Certificate** means a data record produced by the Certification Authority that:

- (a) identifies the Certification Authority issuing it
- (b) names or otherwise identifies the relevant Individual User
- (c) contains a Public Key that corresponds to a Private Key under the control of the relevant Individual User
- (d) identifies the data record's operational period
- (e) contains a serial number, and
- (f) is digitally signed by the Certification Authority

**Escrow** means any arrangement by which the Individual User delivers their Private Key into the hands of a third party to be held until the happening of some event or the performance of some condition

**Key** means a Private Key or a Public Key, as the context requires

**Key Pair** means two cryptographic keys that allow a message encrypted by one key to only be decrypted by the other and that do not allow one key to be discovered by calculations involving the other key

**LINZ Registration Authority** means the person or entity appointed by LINZ from time to time to manage the application, registration and revocation procedures for Individual Users requiring or using a Digital Certificate

**Private Key** means the unrevealed key of a Key Pair, and

**Public Key** means the revealed key of a Key Pair.

### 3. Actions following approval to access Landonline using Digital Certificate

3.1 Upon being approved to access Landonline and/or to sign/certify via a Digital Certificate, you must:

- (a) download and install the Digital Certificate, following the instructions on how to do this that we publish on our website which you can locate at <https://www.linz.govt.nz/landonline-terms>.
- (b) ensure that all information and representations you provide or make to us, the LINZ Registration Authority and the Certification Authority during this process are complete and accurate
- (c) not modify the contents of the Digital Certificate (except where we specifically allow you to do so) or use your Digital Certificate for the purposes of creating further certificates, and
- (d) only use the Digital Certificate to access Landonline and, where applicable, to sign within Landonline, and only for legal and authorised purposes.

If your access is approved, you'll need to install a Digital Certificate, following the instructions on our website.

### 4. Digital Certificate codes and downloads

4.1 No person is permitted to:

- (a) obtain another person's Digital Certificate authorisation code and reference number (except as stated in paragraph 2.1(a) of Schedule 2)
- (b) enter another person's Digital Certificate authorisation code and reference number during installation of the Digital Certificate, or
- (c) download that other person's Digital Certificate onto that person's computer or device,

except as follows:

- (d) a Trusted Contact for the Account Holder paying for the Digital Certificate is authorised to receive the reference code and pass it to the Individual User concerned, and
- (e) anyone may assist the Individual User with the download and installation of their Digital Certificate, or on their behalf transfer or backup a Digital Certificate across IT systems, but at no point may the Individual User disclose any of the credentials required to install or utilise the Digital Certificate, namely, authorisation code, reference code, passphrase, or Landonline password.

Digital Certificates are an important security measure. A Digital Certificate is personal to an Individual User. Individual Users must not disclose their Digital Certificate codes or their passphrase or Landonline password.

## 5. Storage and protection

### 5.1 You:

- (a) must protect your Private Key(s) from any compromise and take all necessary precautions to prevent any loss, disclosure, modifications, or unauthorised use of your Private Key(s),
- (b) must not archive your Private Key(s) or place them in Escrow, and
- (c) must not use your Private Key(s) in relation to more than one Digital Certificate or for any software or hardware authentication application other than Landonline.

You need to look after your Private Key(s) and keep them safe.

## 6. Transfer of Digital Certificate from one location to another

- 6.1 You are permitted to transfer your Digital Certificate from one location to another (for example, from an old computer to a new one), as long as you do so securely and ensure the Digital Certificate is not installed in two locations at the same time.

You can transfer your Digital Certificate from one place to another.

## 7. Renewal, revocation and compromise

- 7.1 Your Digital Certificate will expire on the anniversary of its creation. You will automatically be issued codes to renew your digital certificate unless you provide at least 4 weeks notice that the Digital Certificate is not to be renewed.

You need to apply for renewal of each Key Pair before expiry.

- 7.2 On the renewal of your Digital Certificate, you must personally:

- (a) generate a new Key Pair following the instructions on how to do this that we publish on our website, which you can locate at <https://www.linz.govt.nz/landonline-terms>.
- (b) delete old Keys and Digital Certificates from your browser, and
- (c) follow the processes and procedures that apply in relation to initial registration of a Digital Certificate.

- 7.3 If you wish to request the revocation of a Digital Certificate, you must do so through LINZ and not directly request the Certification Authority to revoke it.

You can request revocation of a Digital Certificate by contacting LINZ.

- 7.4 If you know about or suspect the loss, disclosure or other compromise of your Private Key(s), you must immediately:

- (a) notify us of the relevant circumstances
- (b) make a request to us that the Digital Certificate be revoked
- (c) request that a new Digital Certificate be generated (if you have a continuing need for a Digital Certificate), and
- (d) help us investigate the circumstances of any such known or suspected loss, disclosure or other compromise.

You need to tell us if your Private Key(s) are compromised.

- 7.5 A request under paragraph 7.4(b) and/or 7.4(c) is to be made in the manner specified by the LINZ Registration Authority on our website, which you can locate at <https://www.linz.govt.nz/landonline-terms>.
- 7.6 If your Digital Certificate is revoked, your access to Landonline and registered user Web Search will be denied.
- 7.7 If your Digital Certificate expires, your access to Landonline will be denied but you will still be able to access registered user Web Search.

For registered user Web Search, a Digital Certificate is not required.

## Schedule 2 – Trusted Contact and System Manager responsibilities

### 1. Application

- 1.1 This Schedule sets out the responsibilities of Trusted Contacts and System Managers, as referred to in clause 13.4.

This Schedule sets out Trusted Contact and System Manager responsibilities.

### 2. Trusted Contacts

- 2.1 We rely on the Trusted Contact to:

- (a) receive Digital Certificate reference codes and give these to Individual Users
- (b) approve the addition or reinstatement of individuals as Individual Users
- (c) approve the upgrade or addition of Landonline licences, and
- (d) take steps to inform or remind Individual Users that their Access Credentials:
  - (i) must be kept confidential and secure
  - (ii) must not be shared
  - (iii) must only be installed on one computer at a time (if a Digital Certificate)
  - (iv) must not be used or reset by anyone other than the Individual User, and
  - (v) if a Digital Certificate, can only be backed up for disaster-recovery purposes and, if backed up, must be held securely

(to avoid doubt, a Digital Certificate can be transferred to another computer, provided it is then removed (uninstalled) from the original computer)
- (e) approve the closure of one or more of your Landonline Accounts
- (f) approve changes to Account Holder details, including the Account Holder's name
- (g) request the termination of Individual Users' access to Landonline through the Account Holder's Landonline Account (if the request is being made by the Account Holder), and
- (h) be our point of contact relating to a breach of these Terms by the Account Holder or its Individual Users.

- 2.2 The Trusted Contact:
- (a) can only give an Individual User's Digital Certificate reference number to the Individual User, and
  - (b) must not share the Digital Certificate reference number with anyone else (the Account Holder's IT personnel can help an Individual User download the Digital Certificate, but those personnel must not be given the Digital Certificate authorisation code and/or reference number).

### 3. **System Managers**

3.1 The System Manager is the person in your agency, organisation or business who is authorised to administer your Landonline Account and allocate privileges to Individual Users. The System Manager must be an Individual User.

3.2 System Managers are able to:

- (a) view an Individual User's details
- (b) modify the Account Holder's contact details
- (c) allocate privileges to, and remove privileges from, an Individual User
- (d) allocate a default licence to an Individual User
- (e) modify user groups
- (f) generate a licence usage report, and
- (g) customise mortgagee quick codes for the Account Holder (edealing only).



## Published version history

Version number	Date	Comment (if any)
1.0	5 October 2020	